



The Comptroller General  
of the United States

Washington, D.C. 20548

*Gary*

## Decision

**Matter of:** Anadigicom Corporation

**File:** B-235349

**Date:** August 18, 1989

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### DIGEST

1. Where unsolicited descriptive literature submitted with a bid creates an ambiguity as to whether the item proposed by the bidder complies with the solicitation requirements, the bid properly is rejected as nonresponsive.

2. Where the term "standard" was not defined in the solicitation, agency's application of common sense definition, based on its general needs as reflected in the specifications, provided a sufficiently definite basis for assessing the acceptability of offered equipment.

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### DECISION

Anadigicom Corporation protests the award of a contract to Raven Electronics Corporation, under invitation for bids (IFB) No. DAAC71-89-B-0002, issued by the U. S. Army Materiel Command, for 163 standard voice orderwire devices, telephone-like devices used for maintenance work on communications networks. Anadigicom objects to the rejection of its bid as nonresponsive.

We deny the protest.

Orderwires are devices, similar to standard telephones, used for simple voice communications for maintenance and operations on closed-system (hardwire) communications networks. The solicitation, as issued, provided under "General Requirements" that the orderwire "shall provide voice communication between the orderwire and a party line network," and "shall provide flexibility, utility, performance and ease of operation for communications services." In addition, the solicitation required that the device consist of modular units, easily removable for repair, with a backplate for easy connectorization, and specified that signals shall enter "through three each, 14-pin blue ribbon connectors." Amendment 0003 to the IFB clarified the

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requirements with respect to the type of connectors and the function that each connector must perform, as follows:

"The required connectors are micro-ribbon 14 pin . . . ; [an] acceptable [connector] is a 22 AWG solid wire and 24 AWG stranded wire, solder termination, Amphenol Part Number 57-60140 or equivalent. (NSN: 5935-00-855-4201).

"Inputs shall be on one connector, outputs on another connector, and the 4W telephone extension, transmit and receive, shall be on the third connector."

Of the 10 bids received, Anadigicom's was the apparent second low bid. Although descriptive literature was not requested or required by the IFB, Anadigicom included with its bid detailed descriptive literature concerning its proposed orderwire terminal model OWT 100-1. In addition, Anadigicom provided a cover letter concerning amendment No. 0003, which stated: "We have only commented on those items which need expansion. All other changes are acceptable and understood." (Emphasis in original.)

In evaluating bids for responsiveness to the IFB's technical requirements, the agency determined from Anadigicom's descriptive literature that the firm's proposed model utilized four connectors, rather than the three connectors that were specified, with no indication of which connector would perform which function or, indeed, whether the functions were distributed among the connectors as required. (Amendment No. 0003, as noted above, specifically required that one connector be used for inputs, another for outputs, and the third for the telephone extension.) According to the Army, the connector specifications were established to provide for the necessary functions, as well as for continuity and compatibility with orderwire units in the field which would be replaced by the new units. Without compatibility, among other things, the agency would be required to issue new instructions to personnel in the field. The agency found that Anadigicom's literature made it impossible to determine whether the offered model satisfied these needs, and thus rejected the bid as nonresponsive.

Subsequently, the Army determined that Anadigicom's bid also was nonresponsive with regard to the telephone handset specified in the IFB. As noted above, the IFB required a "standard" telephone handset; Anadigicom's bid, however, was for a "Handset (Push to Talk)." According to the agency,

the push to talk feature constituted an unacceptable deviation from the "standard" requirement, and was not suitable for its main purpose, the communication of maintenance instructions among the users of the orderwire device.

Anadigicom first asserts that its cover letter to amendment No. 0003 indicated its unequivocal acceptance of all changes made by the amendment, and that any ambiguity in the item proposed in its literature was eliminated by this blanket acceptance. We do not agree.

Where a bidder submits unsolicited descriptive literature, that literature will cause the bid to be nonresponsive if it reasonably raises a question as to what the bidder is offering and thus creates an ambiguity as to whether the bidder intends to comply with material terms of the solicitation. Orbit Advanced Technologies Ltd, B-224603.2, Mar. 11, 1987, 87-1 CPD ¶ 273; Tektronix, Inc.; Hewlett Packard Co., B-227800, B-227800.2, Sept. 29, 1987, 87-2 CPD ¶ 315.

While the cover letter does seem to indicate acceptance of the three-connector requirement (although it is not clear what Anadigicom intended in stating it would "prefer" the Amphenol connectors, a matter we need not address here), it remains that the literature submitted with the bid specified a four-connector configuration that appeared to be inconsistent with the specifications set forth in the amendment. Thus, we think the Army properly found that Anadigicom's bid, at best, was ambiguous as to whether Anadigicom was offering a model with three or four connectors.

Anadigicom further asserts that, even if its bid is construed as an offer of the four-connector unit described in its literature, the impact of a fourth connector would be minimal, and the presence of the further connector, therefore, does not provide a proper basis for rejecting its bid. Anadigicom concedes that, since the agency's orderwire devices in the field (which the present items are designed to replace) all have a three-connector configuration, the use of a four-connector unit may require the agency to prepare new instructions for field personnel, but asserts that new instructions would be needed for any new equipment in any case to assign pins within the connectors.

While it does appear, as Anadigicom argues, that new instruction would have to be issued to indicate the pin assignments for any new equipment, the record indicates that the Army's concerns about Anadigicom's offer went beyond this mere practical consideration. Specifically, the Army

noted that the bid and literature not only did not indicate which connector would perform which function, but also did not show that all required functions would be performed by the four connectors in the manner specified in the amendment (i.e., one function per connector). Thus, for example, the Army could not determine whether the fourth connector was designed to provide additional inputs or additional outputs, which would have been a deviation from the IFB specifications. Therefore, again, we think the Army reasonably determined that there was doubt as to whether Anadigicom's offered model met the connector requirements.

With respect to the telephone headset, Anadigicom asserts that the IFB, by specifying only a "standard" headset, failed to set forth precisely which type had to be provided; the protester asserts that the term "standard" reasonably can be read to include handsets that have the push to talk feature or any of a number of other options. In any case, according to the firm, the headset it proposed can be ordered with or without a push to talk feature. Anadigicom concludes that its proposed headset was in fact responsive to the IFB.

In the context of this procurement, we think the agency's requirement for a "standard" headset could not reasonably be considered to encompass the push to talk feature. The agency explains that, since a push to talk headset requires that a switch be held in place in order to talk and released in order to hear to reply, it does not allow the user full freedom of motion while performing maintenance tasks. Further, such a headset does not allow simultaneous communication, which is required to permit several users to confer simultaneously about maintenance problems. Since, according to the agency, the ability of the user to have the use of both hands to perform maintenance tasks while engaging in conference discussions is essential to the primary purpose of the device (the communication of maintenance instructions among the users of the orderwire devices), the agency considers a "standard" headset to be one that receives and sends voice communications without the need for switching from a send mode to a receive mode.

We find the agency's position to be reasonable. As noted above, the IFB's general requirements were that the voice orderwire be able to provide voice communication between the orderwire and a party line (i.e., multiple user) network, and that the orderwire provide flexibility and ease of operation for communications services. In the context of those overall requirements, we believe that the agency's specification for a "standard" telephone headset reasonably meant that it did not want a headset with optional features,

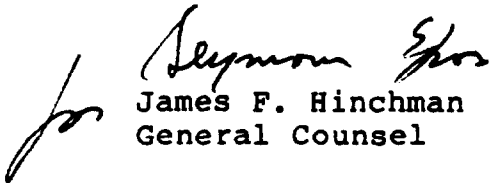
such as a push to talk button, that would complicate performance. This view is consistent with our position in prior cases, in which we have held that where there is some uncertainty as to the precise definition of a term used in a solicitation's specifications, the application by agency evaluators of a common sense definition based on its general needs, as reflected in the solicitation, is reasonable. See, for example, Herman Miller, Inc., B-232839, Jan. 26, 1989, 89-1 CPD ¶ 79, where the term "medium grade" was not defined in the solicitation, and the record did not indicate an accepted industry standard or technical definition of the term; we found that the agency's application of a common sense definition, based on its general needs as reflected in the solicitation, provided a reasonable basis for the evaluation of offered products. Similarly, in Viereck Co., B-227089, B-227105, Aug. 14, 1987, 87-2 CPD ¶ 157, we held that the term "box design," in the context of the solicitation as a whole, had an ascertainable meaning that was properly applied in the agency's evaluation, even though the term was not defined in the solicitation.

Further, although the protester states that its proposed handset could be ordered without the push to talk feature, that possibility could not be ascertained from the face of the bid; nothing in the literature provided or in the bid itself indicated that the offered handset could be furnished without the push to talk feature. The responsiveness of a bid must be ascertained from the bid documents themselves, not from clarifications provided by the bidder after bid opening; to permit explanations after bid opening would be tantamount to granting an opportunity to submit a new bid, one that could be responsive or nonresponsive at the bidders option based on information available to the bidder after bid opening. Orbit Advanced Technologies Ltd., B-224603.2, supra. What Anadigicom proposed was a handset with a feature that was consistent with neither the agency's intended use for the device, as set forth in the general requirements section of the IFB, nor what we think was the plain meaning of the term "standard," i.e., without special features or options. Thus, we find that the agency properly found the proposed handset nonresponsive to the solicitation.

Finally, Anadigicom asserts that the agency received assistance from the awardee in determining that the protester's bid was nonresponsive. The firm surmises that, because Raven conveyed its views on Anadigicom's bid to the agency after bid opening but prior to award, the agency necessarily was influenced by the views of Raven in determining which firms were eligible for award. We find no evidence that Raven was permitted to participate in any way

in the bid evaluation, or that the agency otherwise acted in bad faith in rejecting Anadigicom's bid. The fact that Raven may have expressed its opinion to the agency as to its view of the responsiveness of Anadigicom's bid does not render the agency's actions improper; the only relevant consideration is that, as we have held above, the bid was in fact nonresponsive.

The protest is denied.

James F. Hinchman  
General Counsel